

On June 29, 2009, we entered into a subsequent term loan agreement with EMC International Company (“subsequent EMC loan agreement”) and on July 1, 2009 we borrowed \$46.3 million to fund the purchase of additional convertible notes in the private transaction described above. We incurred and capitalized \$0.2 million of loan fees related to the subsequent EMC loan agreement which are being amortized to interest expense over the loan terms. Borrowings under the subsequent EMC loan agreement have terms substantially similar to borrowings under the initial EMC loan agreement, including quarterly interest payments at a 12.0% fixed interest rate. The subsequent EMC loan agreement has two tranches of borrowings, with Tranche A having a scheduled maturity date of September 30, 2014 and Tranche B having a scheduled maturity date of December 31, 2011. On July 1, 2009 we drew \$24.6 million on the Tranche A Term Loan and \$21.7 million on the Tranche B Term Loan under the subsequent EMC loan agreement.

#### *Debt Maturities*

A summary of the scheduled maturities for our convertible subordinated debt and outstanding term loans as of March 31, 2010 follows (in thousands):

Fiscal 2011	\$ 23,983
Fiscal 2012	23,602
Fiscal 2013	1,884
Fiscal 2014	1,884
Fiscal 2015	278,529
Total as of March 31, 2010	<u>\$329,882</u>

#### **Note 8: Derivatives**

We do not engage in hedging activity for speculative or trading purposes. From the third quarter of fiscal 2007 through December 31, 2008, we had an interest rate collar instrument with a financial institution that fixed the interest rate on \$87.5 million of our variable rate term loan between a three month LIBOR rate floor of 4.64% and a cap of 5.49% (“Collar 1”) to minimize our exposure to interest rate changes. Under the terms of the CS credit agreement, we were required to hedge floating interest rate exposure on 50% of our funded debt balance through December 31, 2009. We entered into a separate interest rate collar instrument effective as of December 31, 2007 with another financial institution that fixed the interest rate on an additional \$12.5 million of our variable rate term loan between a three month LIBOR rate floor of 2.68% and a cap of 5.25% through December 2008 and fixed the interest rate on \$100.0 million of our variable rate term loan between the same floor and cap from December 31, 2008 through December 31, 2009 (“Collar 2”). Whenever the three month LIBOR rate was greater than the cap, we received from the financial institution the difference between the cap and the three month LIBOR rate on the notional amount. Conversely, whenever the three month LIBOR rate was lower than the floor, we remitted to the financial institution the difference between the floor and the three month LIBOR rate on the notional amount.

For Collar 1, during fiscal 2009, we incurred \$1.0 million in additional interest expense because the three month LIBOR rate was below the floor. The three month LIBOR rate was within the floor and cap of Collar 1 during fiscal 2008. For Collar 2, we incurred \$1.5 million and \$0.3 million in additional interest expense in fiscal 2010 and 2009, respectively, because the three month LIBOR rate was below the floor of Collar 2. The three month LIBOR rate was within the floor and cap of Collar 2 during fiscal 2008.

Our interest rate collars did not meet all of the criteria necessary for hedge accounting. We recorded the fair market value in other accrued liabilities in the Consolidated Balance Sheets and the change in fair market value in interest income and other, net in the Consolidated Statements of Operations. We had a cumulative loss on the interest rate collar of \$1.2 million as of March 31, 2009. In the Consolidated Statement of Operations we recognized gains of \$1.2 million and \$1.0 million in fiscal 2010 and 2009, respectively, and recognized loss of \$2.1 million in fiscal 2008. As of March 31, 2010, both interest rate collars had expired.